

MUNICIPAL STREET LIGHTING CONTRACT

SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT #1, herein called

"District", and the CITY OF MARYSVILLE
herein called "Purchaser," agree as follows:

FIRST: This contract covers Street Lighting Service only.

SECOND: This contract shall cover a period of five (5) consecutive years beginning January 22, 1967, and shall be automatically renewed from year to year unless either the District or the Purchaser gives written notice of cancellation at least thirty (30) days prior to the anniversary date. The Purchaser agrees during the contract period to buy exclusively from the District at the rates herein fixed all electric current required to light the streets, avenues, alleys, and/or other public places in the

City of Marysville,

and the District agrees during said period to furnish all such electric current and for the same consideration to install overhead street lights and to maintain lamps and equipment as herein specified.

THIRD: RATES -- The rates applicable to this service shall be the rates contained in the District's Rate Schedule I entitled, "Municipal Street Lighting Service".

FOURTH: Specifications

(a) Overhead Wiring:

System to be supplied by District shall be overhead construction consisting of wood poles, aerial circuit. The District shall select the fixture and mounting to be used. Street lighting fixtures, complete with accessories, including lamps, brackets and all wiring, shall be furnished and installed by the District. Extensions of overhead wiring shall not exceed 500 feet to service each fixture. When light fixtures are added or replaced, mercury fixtures of the type then in service or of modern type and comparable cost will be used.

(b) Underground Wiring, Metal and Ornamental Poles:

Underground systems and/or systems using metal or ornamental poles complete with all wiring, poles, brackets, etc., shall be installed by the Purchaser ready for actual installation of the light fixture and lamp only, by the District. Such systems shall be installed according to District's specifications.

NOTE: This contract also supersedes and cancels the former contract between Snohomish County Public Utility District #1 and the City of Marysville, which was effective January 1, 1965 and which was entitled:

"MUNICIPAL STREET LIGHTING CONTRACT"
"Incandescent Lighting"

FIFTH: General Provisions

(a) Service to be Furnished:

Service under this schedule shall be furnished each night continuously from dusk to dawn. The District shall supply lamp renewals, glassware cleaning and replacement, and system maintenance, but excluding maintenance of underground street lighting circuits not owned by the District or metal and ornamental poles. The District shall be responsible for normal wear and depreciation of District owned equipment only, but not for damage by the Purchaser. Burned-out lamps shall be promptly replaced by the District with equivalent lamps of standard pattern then in general use, and in case replacement is not made within twenty-four hours after notice, the monthly charge for any such lamp shall be reduced in proportion to the period of such delay.

(b) Additional Fixtures:

Additional fixtures may be installed from time to time at the request of the Purchaser, subject to all of the provisions of this contract.

(c) Abandonment of Fixtures:

Fixtures once installed shall not be abandoned during the life of this contract but the District shall at the expense of the Purchaser change the location of any fixture whenever directed by the Purchaser.

(d) Ownership of Facilities:

All lamps and equipment furnished by the District for the rendition of this electric service are understood to be and remain the property of the District unless otherwise specified.

(e) Billings:

Bills shall be rendered monthly based on the rates applicable to the lights installed and shall be payable on or before the fifteenth of each succeeding calendar month.

(f) Point of Delivery:

The point or points of delivery shall be specified by the District.

SIXTH: Rules and Regulations:

Service under this contract is subject to the rules and regulations of the District.

SEVENTH: Said rates are subject to change in accordance with the Resolutions of the District and whenever a new schedule of rates for the same service is made effective the Purchaser shall thereafter pay the new rates; provided, if the new rates are higher than those herein fixed, the Purchaser shall be entitled to cancel this contract by giving written notice to the District within thirty (30) days of the effective date of such rate increase.

EIGHTH: The District shall use reasonable diligence to furnish uninterrupted service but shall not be liable for interruptions caused by strikes and/or other labor disputes, accidents or acts of God or by any cause beyond the control of the District, or by the necessity for making repairs or changes in the District's equipment and facilities, and the Purchaser waives and shall not assert any claims against the District for damages to the Purchaser caused by any suspension, interruption, failure or curtailment of service by the District under this agreement attributable in any manner to national war emergency, including voluntary cooperation by the District in any method of operation or in any program recommended or requested by civil or military authorities. No temporary interruption shall cancel this contract. No charge shall be made for service during the period of any interruption unless the Purchaser is responsible therefor.

DATED this 7 day of Jan, 19 67.

ATTEST

CITY OF MARYSVILLE

Amelie Dockendorf

By

[Signature]

WITNESS

SNOHOMISH COUNTY PUBLIC UTILITY
DISTRICT #1

M Earnhart

By

[Signature]
ASSISTANT Manager